

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF GEORGIA**

In re:	*	
	*	Chapter 12
Walter Thomas Stanaland Jr.	*	Case No. 10-10836
d/b/a Stanaland Dairy	*	
Debtor.	*	CONTESTED MATTER
	*	
Walter Thomas Stanaland, Jr.	*	
Movant.	*	
v.	*	
	*	
Trust Bank	*	
Respondent.	*	

**MOTION TO USE CASH COLLATERAL  
REJECT EXECUTORY CONTRACT AND TERMINATE ASSIGNMENT**

COMES NOW Walter Thomas Stanaland, Jr. d/b/a Stanaland Dairy, Debtor (“Movant”) and files this Motion pursuant to 11 U.S.C. §363 to use cash collateral, reject an executory contract and terminate assignment and shows as follows:

1.

Movant is the Debtor in the above-captioned Chapter 12 Bankruptcy Case. He operates a dairy and sells his milk to Dairy Farmers of America.

2.

Movant has signed promissary notes with the Trust Bank. Said notes are secured by land, livestock and milk proceeds.

3.

Respondent also required Movant to sign an Assignment of Proceeds Contract granting Respondent payment due Movant from Dairy Farms of America.

4.

Movant’s principle source of income is from the sale of milk to Dairy Farmers of America.

5.

The payments owed by Dairy Farmers of America to Movant is cash collateral pursuant to 11 U.S.C. §363. Respondent has a security interest in this cash collateral.

6.

The cash collateral is absolutely necessary for Movant to feed and care for the cattle for the cows to produce milk. The only way the Movant can pay these expenses is to receive and use cash collateral. Movant also needs the cash collateal to pay living expenses.

7.

Movant is prepared to pay adequate protection payments to the Respondent. Movant believes a payment of \$2,500.00 per month is adequate to protect the creditors position.

8.

Movant is entitled to use the cash collateral and to terminate the assignment.

9.

The assignment is an executory contract. Movant rejects said executory contract

10.

Movant is entitled to extraordinary relief and an expedited hearing on his motion. If Movant does not immediately obtain the use of cash collateral, the cows and his dairy will be irreparably damaged.

WHEREFORE, Movant respectfully request the following relief.

- a. that the Court hold an emergency hearing within a week of filing this motion;
- b. that the Court immediately grant Movant the relief requested herein;
- c. that the Court grant the Movant the right to use cash collateral to pay all farm expenses and living expenses;
- d. that the Movant be authorized to use cash collateral until further order of the Court;
- e. that to the extend the assignment is an executory contract, that it be deemed rejected;
- f. that the Assignment to Respondent of the payments owed by Dairy Farms of America to Movant be terminated;
- g. that Respondent not be allowed to assess Movant with its attorney fees in contesting the motion; and
- h. for such other and further relief as this Court deems just and proper.

This the 13<sup>th</sup> day of May, 2010.

/s/ Orson Woodall  
Orson Woodall  
Attorney for Debtor/Movant

P.O. Box 3335  
1003 N. Patterson St.  
Valdosta, GA 31604-3335  
(229) 247-1211  
Ga. Bar No. 775040

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v.	*	
	*	
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**CERTIFICATE OF SERVICE**

I certify that I have this day served a true and correct copy of the foregoing MOTION TO  
USE CASH COLLATERAL, REJECT EXECUTORY CONTRACT AND TERMINATE  
ASSIGNMENT in the manner required by law addressed via regular mail to the following:

Mr. Walter W. Kelley  
Chapter 13 Trustee  
P.O. Box 70879  
Albany, GA 31708

Trust Bank  
P.O. Box 8  
Lenox, GA 31637

This the 13<sup>th</sup> day of May, 2010.

/s/ Orson Woodall  
Orson Woodall  
Attorney for Debtor/Movant

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